ORIGINAL

ORDINANCE NO. 2194

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, APPROVING THE SEQUOLA ESTATES REZONE (FILE DGA 01-008); AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING OF CERTAIN PROPERTY LOCATED AT 8533 AND 17800 AVONDALE ROAD NE FROM MODERATE DENSITY RESIDENTIAL, R-12 ZONING (R-12) TO MODERATE DENSITY RESIDENTIAL, R-18 ZONING WITH CONDITIONS (R-18/C); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ironwood Investments and Mr. Larry Nelson, owner of the property located at 8533 and 17800 Avondale Road NE in Redmond have requested approval to change the City's Official Zoning Map for said property, totaling approximately 1.09 acres from Moderate Density Residential with R-12 zoning to Moderate Density Residential with R-18 zoning; and,

WHEREAS, the Hearing Examiner of the City of Redmond held a public hearing on the request on May 6, 2002 and issued a recommendation that remanded the application to the Planning Department to develop a concomitant zoning agreement with the applicant to address the potential negative effects of the proposed rezone on neighboring properties through specific development conditions; and,

WHEREAS, on July 16, 2002 the City Council approved the recommendation of the Hearing Examiner; and,

WHEREAS, the applicant held a neighborhood meeting on July 29, 2003 for the purpose of showing interested parties a conceptual site plan, listening to concerns and answering questions about the proposed multi-family development on the site; and,

WHEREAS, the above named applicants and the City of Redmond Planning Department have developed a concomitant zoning agreement to address the potential negative impacts from the rezoning of the subject property which is a small, infill site; and,

WHEREAS, pursuant to appropriate mailed and published notice, on October 20, 2003 the Hearing Examiner held a public hearing on the proposed rezone together with the conditions contained within the concomitant zoning agreement; and,

WHEREAS, after considering the public testimony and comments received and other data and analysis contained in the staff reports, on October 29, 2003 the Hearing Examiner issued a recommendation that the City Council approve the zoning map amendment for Sequoia Estates from R-12 to R-18 with conditions (R-18/C) and subject to the execution of the proposed concomitant zoning agreement; and,

WHEREAS, on December 2, 2003 City Council considered the Hearing Examiner's recommendation and concurred with the recommendation to approve the requested rezone and direct the execution of the concomitant zoning agreement as set forth in Exhibit 1; and,

WHEREAS, the subject property consists of two parcels that together total 1.09 acres and are more precisely identified by the King County Tax Assessor as Parcels No. 0125059084 and 0125059108, as shown on the attached Exhibit A to the concomitant zoning agreement; now therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: Findings, Conclusions, and Analysis. In support of the proposed rezone of the subject property from Moderate Density Residential R-12 (R-12) to Moderate

Density Residential R-18 with conditions (R-18/C), the City Council hereby adopts the findings, conclusions, and analysis contained in the staff report to the Hearing Examiner dated September 24, 2003, including the related attachments and exhibits to that report, and adopts the findings of fact, conclusions of law, and recommendation contained in the Hearing Examiner's Recommendation to the City Council dated October 29, 2003.

Section 2: Rezone Approved. DGA-01-008 is hereby approved, and the official zoning map of the City of Redmond is hereby amended in order to rezone the property legally described on Exhibit A to the concomitant zoning agreement from R-12 to R-18/C, subject to the execution of the concomitant zoning agreement approved in Section 3 of this ordinance.

Section 3: Concomitant Zoning Agreement. The Mayor is hereby authorized to execute and the City Clerk to attest to that certain document entitled "Concomitant Agreement for Sequoia Estates Rezone (Formerly Twin Firs), File DGA 01-008" attached to this ordinance as Exhibit 1 and incorporated herein by this reference as if set forth in full. The City Clerk is further directed to record said Concomitant Agreement with the King County Recorder as a covenant running with the land. The cost of said recording shall be paid by the applicants in accord with the terms of the concomitant zoning agreement.

Section 4: Severability. If any section, sentence, clause, map or phrase of this Ordinance or any Comprehensive Plan provision or regulation adopted or amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance or any other Comprehensive Plan provision or regulation adopted or amended hereby.

Section 5: Effective Date. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five days after the publication of an approved summary consisting of this title.

QF REDMOND

MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:

Borne Metter

CITY CLERK, BONNIE MATTSON

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO: 2194

November 25, 2003

February 3, 2004

February 3, 2004

February 9, 2004

February 14, 2004

Clerk's Note: A request to publish the revised legal description (Exhibit A) on Monday, April 19, 2004 was submitted to The Seattle Times on April 15, 2004. The Seattle Times incorrectly published the original legal description instead of the revised legal description on April 19, 2004. The Seattle Times republished the summary of Ordinance No. 2194 and the revised legal description in The Seattle Times on April 26, 2004. The revised legal description is attached to this ordinance.

EXHIBIT 1 to ORDINANCE NO. 2194 CONCOMITANT AGREEMENT FOR SEQUOIA ESTATES REZONE (Formerly Twin Firs)

(Formerly Twin Firs) FILE DGA 01-008

WHEREAS, the undersigned owner, hereinafter referred to as "the Owner" is the Owner of certain real property located within the City of Redmond, King County, Washington, which is the subject of this Agreement and which is legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, and;

WHEREAS, the Owner has requested approval of an amendment to the City of Redmond's Official Zoning Map in order to change the zoning designation of the property from Moderate Density Residential (R-12) to Moderate Density Residential with Conditions (R-18/C), and;

WHEREAS, the City Council on July 16, 2002 voted to approve the Hearing Examiner's recommendation to deny the rezone request and remand the application back to the Planning Department for development of a concomitant agreement, and;

WHEREAS, the concomitant zoning agreement represents the document requested by the City Council to address the issues of potential negative effects of the proposed higher zoning on the surrounding area and provides the additional authority for those concerns to be met in the development process, and;

WHEREAS, the requested zoning map amendment shall be subject to the conditions of the concomitant zoning agreement by the Owner and the City of Redmond, binding the property to the conditions of approval, and;

WHEREAS, the Owner has indicated a willingness to cooperate with the City in order to ensure compliance with the proposed conditions of approval, now, therefore,

IN CONSIDERATION OF the City's approval of the zoning map amendment request by the Owner, the Owner hereby covenants and agrees, and the City accepts such covenant and agreement by the Owner as compliance with the conditions of approval as follows:

- 1. <u>Warranty of Title</u>. The Owner warrants that he has fee title to the property described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and that he is authorized to execute this Agreement and to bind said property to the terms and conditions hereof.
- 2. <u>Residential Development</u>. Any development on the site shall be of a residential character. Residential density on the site shall be limited to no more than eighteen units per gross acre using the calculation method as set forth in 20C.30.25-030 of the Redmond Community Development Guide, which would permit 20 units maximum on this site.

- 3. <u>Limited Uses</u>. Except as provided in this Agreement, the uses allowed on the site shall be those authorized by the Redmond Community Development Guide for the Moderate Density Residential District (R-12) as the time of development.
- 4. Other Development Restrictions. The subsequent development on site shall comply with all development standards set forth in the Redmond Community Development Guide, including the Design Guidelines, Noise Ordinance, Landscaping and Parking regulations, etc. which are in place at the time of development. The following additional development restrictions shall apply to any construction on the site, notwithstanding any contrary provision of the Redmond Community Development Guide:

TYPE OF DEVELOPMENT RESTRICTION

RESTRICTION IMPOSED

Allowed Density

Not more than eighteen units per gross

acre.

Other Site Requirements

Site development shall be in accordance with the Site Requirements of the R-12 zone that are presented in the Site Requirements Chart of the current (at the time of development) Redmond Community

Development Guide.

Parking

There shall be a minimum of 20 covered parking stalls provided. Parking stalls shall be grouped such that no more than five open parking stalls shall occur without separation from other stalls by either a planting island or a building. Surface parking will be sited so that it can be screened from view along Avondale Road and from the neighboring properties.

Useable Open Space

At least 100 square feet of common useable open space shall be provided for each unit; along with 50 square feet of private open space for balconies, or 80 square feet of private open space for patios. Common and private open space shall meet the dimensional criteria specified in Table 20C. 40.60-020 of the Redmond Community Development Guide section 20C.40.60-020.

- 5. Tree Preservation. Preservation of significant and landmark trees on site shall comply with the City of Redmond's tree preservation regulations, RCDG 20D.80. Prior to issuance of, and in conjunction with any permit or approval for construction on the site, the Owner shall have a tree survey meeting requirements of the Redmond Community Development Guide conducted in order to identify all significant trees. At least 35% of all landmark and significant trees shall be preserved to the extent feasible in light of the approved use of the property as set forth in the Redmond Community Development Guide. The single landmark tree, the sequoia, shall be preserved. For every significant tree removed, Owner will plant four replacement trees. A tree preservation plan shall be presented to and approved by the Design Review Board as part of any site plan review or other development approval.
- 6. <u>Lighting</u>. All lighting for any proposed development on the site shall be shielded and/or reflected downward to minimize glare and lighting impacts on adjacent properties. A Lighting Plan shall be reviewed and approved by the City of Redmond in accordance with the lighting standards in the Redmond Community Development Guide, RCDG 20D.90.
- 7. <u>Fencing.</u> Any proposed development on the site shall include uniformly designed 6 foot high fencing at the North, West and South property lines.
- 8. <u>Size of Units.</u> Dwelling units in any proposed development shall have a minimum of 700 square feet for one-bedroom units and 900 square feet for two bedroom units.
- 9. <u>Trash Enclosure.</u> Trash enclosure(s) for any proposed development shall be located a minimum of fifty feet from the south and west property lines and shall not be visible from Avondale Road.
- 10. <u>Height of Buildings.</u> Buildings in any proposed development which are within forty feet of the west property line will be limited to 25 feet in height, as measured in accordance with the building height definition in the Redmond Community Development Guide.
- 11. <u>Design of Buildings</u>. The building or group of buildings shall be sited and designed to evoke a single-family character. Some techniques that can be employed include: breaking up the building mass and roof profile, using a shared exterior entry, or orienting the exterior entries for one building in a way that only one entry can be seen from any one view. Other techniques will be considered by the Design Review Board and the Technical Committee. All garages and carports shall have pitched roofs.
- 12. Quality Construction Materials. Quality construction materials shall be used that will create an image of permanence. Examples include brick, stone, cementitious fiberboard and copper. At least two types of materials should be used in combination to create interest. No vinyl or metal siding, and metal roofing materials will be allowed. However, metal may be used for trellises, or blank wall mitigation elements.
- 13. <u>Affordable Housing Requirement</u>. A minimum of two (2) of the units added as part of this rezone, whether as part of a phased or not phased development, shall be made affordable to

households earning 80% or less of the King County Median Income, adjusted for household size. Prior to issuance of any building permits for development on the property, an agreement in a form approved by the City shall be recorded with the King County Department of Records and Elections to stipulate conditions under which the required affordable unit(s) will remain affordable housing for the life of the project. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. The City may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of allowing the owner to obtain financing for development of the property, consistent with any applicable provision of the Redmond Community Development Guide in effect at the time of the issuance of the building permit.

- 14. <u>Binding Effect</u>. This Agreement shall be filed and recorded with the King County Department of Records and Elections and shall constitute a covenant running with the land described on Exhibit A, and shall be binding upon the Owner, his successors in interest and assigns. Except as set out in this Agreement, the zoning, building and development regulations, policies and ordinances, and comprehensive plan policies of the City governing land development in effect as of the date of this concomitant zoning agreement shall govern the subsequent development of this property.
- 15. <u>Enforcement</u>. In addition to any other remedy provided by law, the City may, at its discretion maintain a lawsuit to compel specific performance of the terms and conditions of this Agreement or to otherwise enforce its provisions, through injunctive or other relief; and the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.
- 16. Severability. In the event any section paragraph, sentence, term or clause of this Agreement conflicts with applicable law or is found by any court having jurisdiction thereof to be contrary to law, such conflict shall not affect other sections, paragraphs, sentences, terms or clauses of this Agreement which can be given effect without the conflicting provision and to this end the terms of this Agreement shall be deemed to be severable, provided, however, that in the event any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to bring the proposed development back before the City Council or other appropriate body for further review and imposition of appropriate conditions to ensure that the purposes for which this Agreement is entered into are in fact accomplished and the impacts of the proposed development are mitigated.

DATED this	_ day of	_, 20
ACCEPTED BY THE CITY	OF REDMOND:	

ATTEST/AUTHENTICATED:
APPROVED AS TO FORM:
OWNER:
Larry B. Nelson

STATE OF WASHINGTON)
> ss. COUNTY OF KING)
This is to certify that on this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.
Notary Public in and for the State of Washington, residing at My commission expires
STATE OF WASHINGTON)
> ss. COUNTY OF KING)
On this day of A.D. 20, before me personally appeared to me known to be the of the City of Redmond, the municipality that executed the within and foregoing instrument, and acknowledged the same instrument to be free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.
Notary Public in and for the State of Washington, residing at

Ordinance No. 2194 - Exhibit A

LEGAL DESCRIPTION

PARCEL A:

COMMENCING AT EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.. IN KING COUNTY, WASHINGTON:

THENCE ALONG EAST LINE OF SAID SECTION, NORTH 00°54'55" WEST 102.37 FEET; THENCE SOUTH 38°48'05" WEST 1269.50 FEET;

THENCE NORTH 51°11'55" WEST 30.00 FEET TO POINT ON WEST SIDE OF COUNTY ROAD:

THENCE ALONG WESTERLY LINE OF COUNTY ROAD SOUTH 38°48'05" WEST 200.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 38°48'05" WEST 100.00 FEET:

THENCE NORTH 51°11'55" WEST 238.00 FEET:

THENCE NORTH 38°48'05" EAST 100.00 FEET;

THENCE SOUTH 51°11'55" EAST 238.00 FEET TO BEGINNING:

(ALSO KNOWN AS LOT 4 IN BLOCK 1 OF PERRIGO'S HANAWA PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

PARCEL B:

COMMENCING AT A POINT 102.37 FEET NORTH OF THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;

THENCE SOUTH 38°48'05" WEST 1569.50 FEET:

THENCE NORTH 51°11'55" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 51°11'55" WEST 238.00 FEET:

THENCE SOUTH 38°48'05" WEST 100.00 FEET;

THENCE SOUTH 51°11'55" EAST 238.00 FEET;

THENCE NORTH 38°48'05" EAST 100.00 FEET; TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS LOT 3 IN BLOCK I OF PERRIGO'S HANAWA PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

TOGETHER WITH THAT PORTION OF THE AVONDALE ROAD NE RIGHT-OF-WAY LYING NORTHWESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY (BEING 30.00 FEET IN WIDTH), AND LYING BETWEEN THE SOUTHEASTERLY PROLONGATIONS OF THE NORTHEASTERLY LINE OF SAID PARCEL A AND THE SOUTHWESTERLY LINE OF SAID PARCEL B.

